

Settlement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 16 day of January, ~~2017~~^{2018 SM} by and between:

Releasor: Stephen Mader

Releasees: City of Weirton and Travelers Property Casualty Company of America

Recitals

- A. Releasor filed a Complaint and First Amended Complaint against the City of Weirton, Travis Blosser, Robert Alexander, and Ryan Kuzma in the United States District Court for the Northern District of West Virginia – Wheeling Division, Civil Action No. 5:17-CV-61 (hereinafter collectively the "Complaint"). In the Complaint, Releasor sought to recover monetary damages for alleged wrongful termination in violation of public policy, Fourteenth Amendment stigma plus damage to reputation, First Amendment and Article 3, Section 7 First Amendment retaliation, and Fourteenth Amendment and Article 3, Section 10 denial of Procedural Due Process.
- B. The Releasees hereby expressly deny all allegations of discrimination, wrongful conduct, or any other liability as it relates to the matters referenced in Releasor's Complaint.
- C. The Parties have settled all claims which were asserted or could have been asserted by the Releasor in the Complaint. Accordingly, the Parties hereby desire to enter into this Settlement Agreement to set forth the rights and responsibilities of the Parties.

Agreement

The Parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2 below, the Releasor does for himself, his principals, agents, heirs, administrators, executors, representatives, and assigns hereby completely release, relieve, acquit and forever discharge the Releasees, their employees, agents, officers, elected or appointed officials, and successors from any and all past, present or future claims, liabilities, demands, obligations, actions, causes of action that were asserted or could have been asserted in Civil Action No. 5:17-CV-61 filed in the United States District Court for the Northern District of West Virginia – Wheeling Division, including but not limited to claims for personal injuries, economic damages, expenses, lost wages, front pay, back pay, annoyance and inconvenience, loss of reputation or stigma, mental anguish or any like claim, consequential damages, punitive damages, attorney's fees or any other damages whether known or unknown, which have resulted or may result from the alleged acts or omissions referenced in the Complaint. Furthermore, as part of the consideration for this settlement, the Releasor agrees to voluntarily

dismiss his claims against the individually named Defendants – Travis Blosser, Robert Alexander, and Ryan Kuzma.

1.2 Releasor acknowledges and agrees that the release and discharge set forth above is a general release. Releasor expressly waives and assumes the risk of any and all claims for damages which exist as of this date, and of which Releasor does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Releasor's decision to enter into this Settlement Agreement. Releasor further agrees that he has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. Releasor assumes the risk that the facts or law may be other than Releasor believes. It is understood and agreed to by the Releasor that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of City of Weirton, its employees, officials, or its insurer(s) who expressly deny liability.

1.3 This release and discharge shall also apply to the City of Weirton and its past, present and future officers, representatives, elected or appointed officials, attorneys, agents, insurers, servants, employees, agents, affiliates, and its predecessors and successors in interest.

2.0 Payments

In consideration of the release and discharge set forth above, the City of Weirton's insurer agrees to pay to the individual(s) named below (the "Payee(s)") the sums outlined in this Section 2.1 below:

2.1 Total payment of One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00) payable to Stephen Mader and the Law Office of Timothy P. O'Brien. The Defendant's insurer, Travelers, also agrees to pay the mediator's invoice for mediation services.

2.2 It is understood that, as a condition of this settlement, it is the Releasor's sole responsibility to resolve all outstanding liens and claims, including but not limited to any and all liens asserted by Medicaid/Medicare or other state and/or federal agency as well as any liens or claims asserted by any medical care provider or medical insurance carrier. The Releasor understands that the Releasees will be responsible for satisfying any outstanding claims or liens, if any, related to this settlement.

3.0 Attorney's Fees

Releasor shall bear all attorney's fees and costs out of the proceeds of this settlement as described hereinabove.

4.0 Delivery of Dismissal with Prejudice

The Releasor agrees to dismiss Civil Action No. 5:17-CV-61 in the United States District Court for the Northern District of West Virginia – Wheeling Division.

5.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, Releasor represents that Releasor has relied upon the advice of his attorney, who is the attorney of his own choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Releasor by his attorney; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by the Releasor.

6.0 Warranty of Capacity to Execute Agreement

Releasor represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Releasor has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

7.0 No Rehire/Future Employment

The Releasor understands and agrees that, as a condition of receiving the consideration described herein, he will not be entitled to any future employment with the City of Weirton. Releasor further agrees that he will not apply for or otherwise seek future employment with the City of Weirton.

8.0 Tax Implication

The Releasees make no representations as to the tax consequences or liability arising from any payment made under this Release. Moreover, any tax consequences and/or liability arising from payment to Releasor or Releasor's Attorneys in accordance with this Release shall be Releasor's sole responsibility and obligation, (or Releasor's Attorney if tax consequences arise from the payment of the Settlement Sum paid to them, either or both) and that the Releasees shall not be held liable for any payment of any taxes or penalties on Releasor's behalf. Releasor agrees to pay any and all income tax that may be determined to be due in connection with the payment of the Settlement Sum.

9.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of West Virginia.

10.0 Additional Documents

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

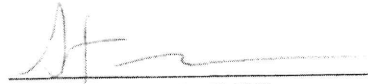
11.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between Releasor and Releasees with regard to the matters set forth in it and shall be binding upon and endure to the benefit of the administrators, successors, and assigns of each.

12.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by the undersigned Releasor.

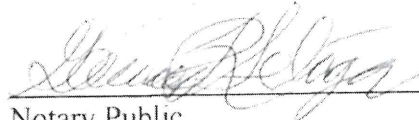
Releasor:


STEPHEN MADER

Date: 01/16/18

Ohio)
STATE OF WEST VIRGINIA)
COUNTY OF Jefferson)

SWORN TO BEFORE ME and subscribed in my presence this 16th day of January, 2018.


Notary Public

[SEAL]



Genevieve Renee Seliga
Notary Public, State of Ohio
My Commission Expires
September 17, 2022